



DIGITAL MULTICAST
Binding Term Sheet ("Term Sheet")

1. **Date:** December 8, 2008, 2008.
2. **Parties:** THIS Network, LLC ("THIS") and Lingard Broadcasting ("Licensee")
Corp.
3. **Programming Service:**

(a) THIS shall deliver to the Stations listed on Exhibit A ("Stations") a 24-hour feed of the programming service currently branded as "THIS" (the "Service") in an ATSC standard definition format. THIS shall own the Service and all programming, trademarks, or other rights included therein. Each party may use the other's trademarks, trade names and logos (including each Stations' name and call letters) in publicizing its activities and programming pursuant to this Term Sheet, as and to the extent approved by the other party with respect to each such use. THIS shall schedule all programming included in the Service, including programming necessary to permit Licensee to comply with FCC rules regarding educational and informational programming needs of children with respect to the Service.

(b) Licensee shall receive and transmit the programming included in the Service in its entirety (including commercial and identification content) at the times scheduled by THIS, subject only to the terms of Exhibit B, solely (i) via free television on a digital transport stream of the television signal of the Station(s) listed on Exhibit A ("Stations"), and (ii) via retransmission on cable/satellite systems (including any multi-channel distribution platforms) that also retransmit each Station's primary broadcast network ("Cable Platforms"). Licensee shall work in good faith to secure distribution of the Service via the Cable Platforms. Within 15 days after the end of each month, Licensee will provide to THIS monthly performance reports in a form and substance reasonably requested by THIS.

4. **Territory:** The communities to which each Station is presently licensed by the FCC, which consists of the DMAs identified in Exhibit A.

5. **Barter:** Each Station shall have the right to control 50% of the inventory of commercial avails (which does not include paid programming currently anticipated to be 3% of the weekly schedule time) as designated by THIS. If any Station does not fill all of such designated inventory, then Licensee shall promptly notify THIS and THIS may fill such unfilled portion and retain any proceeds thereto.

6. **Term:** Three (3) years after launch via any Station. Start Date: April 1, 2009

7. **Substitution / Preemption:** The terms and conditions of Exhibit B shall apply with respect to any preemption or substitution of programming included with the Service.

8. **Termination:** This Term Sheet may be terminated by either party in its discretion in the event of any material breach by the other party that is not cured within 30 days after written notice from the affected party. In addition, THIS may terminate this Term Sheet if THIS discontinues operation of the Service for any reason and provides written notice to Licensee at least 90 days prior to such termination. In the event that Licensee fails to achieve distribution to at least the 80 percent of the total number of subscribers of Cable Systems in the Nielsen market(s) in the Territory within 6 months after the date hereof, and does not cure such failure within 30 days after notice thereof from THIS, then THIS may either terminate Licensee's right to carry the Service within any such DMA or terminate this Term Sheet.

9. **Music:** THIS will assure that the performing rights to the music contained in the programming to the Service shall be (i) controlled by a performing rights society, (ii) in the public domain, or (iii) controlled by THIS sufficient to permit Licensee's use hereunder. Licensee shall, at its sole cost, obtain any necessary licenses covering music performance rights.

10. **Station's Liability Insurance:** Station shall, at its expense, secure and maintain in force during the term hereof a policy of Station's liability insurance for the Station and standard Errors and Omissions Insurance reasonably acceptable to THIS, and naming THIS as an additionally insured thereunder.

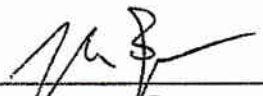
11. **Confidentiality.** The terms of this Term Sheet shall be maintained by the parties as confidential.

12. **Governing Law; FCC Regulations.** This Term Sheet is subject to, and Licensee shall ensure compliance with, the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. This Term Sheet is governed by the laws of the State of California, without giving effect to any conflicts or choice of laws principles therein.

13. **Binding Term Sheet; Long Form Agreement.** This Term Sheet sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, proposals or understandings as to such subject matter. A waiver by either party of a breach of any term or condition of this Term Sheet in any one instance shall not be deemed as a continuing waiver or a waiver of any subsequent breach, and no failure on the part of any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof. Licensee may not assign this Term Sheet or any rights hereunder, either in whole or in part, voluntarily or by operation of law, without THIS' prior written consent. THIS is free to assign this Term Sheet without restriction. The parties agree to negotiate in good faith the execution of a long form agreement ("Agreement") containing the terms and conditions set forth in this Term Sheet, as well as other terms and conditions typically found in agreements of similar nature, with the intent of executing such Agreement within 30 days after the date hereof; provided, however, that until such Agreement is executed by the parties hereto, this Term Sheet shall be binding and continue to apply in full force and effect.

ACCEPTED AND AGREED:

THIS Network, LLC

By: 
Name: John B. [unclear]
Title: VP M&M

[LICENSEE]

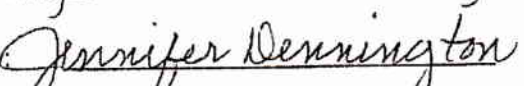
Lingard Broadcasting Corp.
By: 
Name: Jennifer Dennington
Title: GM, WLOV-TV

Exhibit A

Stations & DMAs

Licensee shall promptly notify THIS in writing if Licensee acquires ownership or control of another station and shall provide THIS with such related information as it reasonably requests. If Licensee acquires ownership or control of a free television station that is broadcasting the Service at the time of such acquisition under a valid license from THIS, then Licensee agrees that, subject to the prior written consent of THIS (in its sole discretion), such station shall become a "Station" under this Exhibit A. If Licensee acquires ownership or control of a free television station which is not broadcasting the Service at the time of such acquisition under a valid license from THIS and no other broadcast television station in the newly acquired station's DMA has been granted Service broadcast or carriage rights prior to THIS' receipt of Licensee's written notice of such acquisition, then Licensee agrees that, subject to the prior written consent of THIS (in its sole discretion), such newly acquired station shall become a "Station" under this Exhibit A.

Current Stations include the following:

[Insert a chart that lists all stations and their applicable DMAs]

WLOV-TV

Columbus-Tupelo-West Point